

(CHANCERY/CIRCUIT) COURT OF TENN SEE
 140 ADAMS AVENUE MEMPHIS, TENNESSEE 38103
 FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

SUMMONS IN CIVIL ACTION

NO. CT-002407-09

AD DAMNUM \$250,000.00

AUTO ☐ OTHER ☒

Brenda J. Greene

3073 The Willows Place, Memphis, TN 38119

Home Address

vs.

PLAINTIFF

Business Address

Kaz USA, Inc.

Home Address

250 Turnpike Road, Southborough, MA 01772

Business Address

DEFENDANT

TO THE DEFENDANT(S): Kaz USA, Inc. c/o C.T. Corporation System, 800 S. Gay Street, Suite 2021, Knoxville, TN 37929

You are hereby summoned and required to defend a civil action by filing your answer with the Clerk of the Court and serving a copy of your answer to the Complaint on R. Christopher Gilreath Plaintiff's attorney, whose address is 200 Jefferson Avenue, Suite 711, Memphis, TN 38103, telephone 901-527-0511 within THIRTY (30) DAYS after this summons has been served upon you, not including the day of service. If you fail to do so, a judgment by default may be taken against you for the relief demanded in the Complaint.

JIMMY MOORE, Clerk

KENNY ARMSTRONG, Clerk & Master

TESTED AND ISSUED

5-15, 2009By per, D.C.

TO THE DEFENDANT(S):

NOTICE: Pursuant to Chapter 919 of the Public Acts of 1980, you are hereby given the following notice:

Tennessee law provides a four thousand dollar (\$4,000) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed. These include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

COST BOND

I hereby acknowledge and bind myself for the prosecution of this action and payment of all costs not to exceed \$500.00 in this court which may at any time be adjudged against the plaintiff in the event said plaintiff shall not pay the same.

Witness My Hand this

15th

day of

May, 2009

Certification when applicable

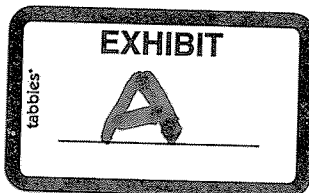
R. Christopher Gilreath
 Surety

I, KENNY ARMSTRONG, Clerk & Master
 of the Chancery Court, Shelby County,
 Tennessee, certify this to be a true and
 accurate copy as filed this _____
 KENNY ARMSTRONG, Clerk & Master

I, JIMMY MOORE, Clerk of the Circuit
 Court, Shelby County, Tennessee, certify
 this to be a true and accurate copy as filed
 this _____
 JIMMY MOORE, Clerk

By: _____, D.C.

By: _____, D.C.



TURN ON SERVICE OF SUMMONS

I HEREBY CERTIFY THAT I HAVE SERVED THE WITHIN SUMMONS:

By delivering on the _____ day of _____, 20____ at _____ M.
a copy of the summons and a copy of the Complaint to the following defendants:

Mark Luttrell, Sheriff

By _____

Deputy Sheriff

PRIVATE PROCESS SERVER

I HEREBY CERTIFY THAT I HAVE SERVED THE WITHIN SUMMONS:

By delivering on the 15 day of May, 2009 at _____ M. a copy of the
summons and a copy of the Complaint to the following defendants:

Kaz USA c/o CT Corp via U.S. Mail

(PLEASE PRINT THE FOLLOWING)

K. Shea Jaume

Private Process Server

200 Jefferson #711Address Memphis TN 38103Gilbreath & Associates

Company

Phone 527-0511Signature K. Shea Jaume

Other manner of service:

Via Certified Mail Article ID - 7008 1830 0002 2806 6360
signed for by Erika Frey 5/18/2009.

I hereby certify that I have NOT served this Summons on the within named defendant(s) _____

because _____ is / are not to be found in this County for the
following reason(s): _____

Mark Luttrell, Sheriff

This _____ day of _____, 20____. By _____
Deputy Sheriff

NO. _____ D. _____

IN THE
(CHANCERY/CIRCUIT)
COURT
OF TENNESSEE
FOR THE THIRTIETH
JUDICIAL DISTRICT AT MEMPHIS

SUMMONS IN CIVIL ACTIONS

Brenda J. Greene
PLAINTIFF

VS.
Kaz USA, Inc.
DEFENDANT

Came to hand _____

Christopher Gilbreath
Attorney for Plaintiff

Tel. No. (901) 527-0511

(C. INCERY/CIRCUIT) COURT OF TENNESSEE
 140 ADAMS AVENUE MEMPHIS, TENNESSEE 38103
 FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

SUMMONS IN CIVIL ACTION

NO. _____ AD DAMNUM \$250,000.00 AUTO ☐ OTHER ☒
 Brenda J. Greene 3073 The Willows Place, Memphis, TN 38119
 _____ Home Address

 vs. PLAINTIFF _____ Business Address
 Kaz USA, Inc. _____
 _____ Home Address
 _____ 250 Turnpike Road, Southborough, MA 01772
 _____ Business Address
 DEFENDANT
 TO THE DEFENDANT(S): Kaz USA, Inc. c/o C.T. Corporation System, 800 S. Gay Street, Suite 2021, Knoxville, TN 37929

You are hereby summoned and required to defend a civil action by filing your answer with the Clerk of the Court and serving a copy of your answer to the Complaint on _____ R. Christopher Gilreath _____ Plaintiff's attorney, whose address is _____ 200 Jefferson Avenue, Suite 711, Memphis, TN 38103 _____, telephone _____ 901-527-0511 _____ within THIRTY (30) DAYS after this summons has been served upon you, not including the day of service. If you fail to do so, a judgment by default may be taken against you for the relief demanded in the Complaint.

JIMMY MOORE, Clerk

KENNY ARMSTRONG, Clerk & Master

TESTED AND ISSUED _____, 20____ By _____, D.C.

TO THE DEFENDANT(S):

NOTICE: Pursuant to Chapter 919 of the Public Acts of 1980, you are hereby given the following notice:

Tennessee law provides a four thousand dollar (\$4,000) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed. These include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

COST BOND

I hereby acknowledge and bind myself for the prosecution of this action and payment of all costs not to exceed \$500.00 in this court which may at any time be adjudged against the plaintiff in the event said plaintiff shall not pay the same.

Witness My Hand this 15th day of May, 2009
 Certification when applicable _____

 Surety

I, KENNY ARMSTRONG, Clerk & Master
 of the Chancery Court, Shelby County,
 Tennessee, certify this to be a true and
 accurate copy as filed this _____
 KENNY ARMSTRONG, Clerk & Master

I, JIMMY MOORE, Clerk of the Circuit
 Court, Shelby County, Tennessee, certify
 this to be a true and accurate copy as filed
 this _____
 JIMMY MOORE, Clerk

By: _____, D.C.

By: _____, D.C.

RETURN ON SERVICE OF SUMMONS

I HEREBY CERTIFY THAT I HAVE SERVED THE WITHIN SUMMONS:

By delivering on the _____ day of _____, 20____ at _____ M.

a copy of the summons and a copy of the Complaint to the following defendants

Mark Luttrell, Sheriff

By _____

Deputy Sheriff

PRIVATE PROCESS SERVER

I HEREBY CERTIFY THAT I HAVE SERVED THE WITHIN SUMMONS:

By delivering on the _____ day of _____, 20____ at _____ M. a copy of the summons and a copy of the Complaint to the following defendants

(PLEASE PRINT THE FOLLOWING)

Private Process Server

Address

Phone

Company

Signature

Other manner of service:

I hereby certify that I have NOT served this Summons on the within named defendant(s) _____

because _____ is / are not to be found in this County for the following reason(s): _____

Mark Luttrell, Sheriff

This _____ day of _____, 20____ .

By _____

Deputy Sheriff

NO. _____ D. _____

IN THE
(CHANCERY/CIRCUIT)
COURT
OF TENNESSEE
FOR THE THIRTIETH
JUDICIAL DISTRICT AT MEMPHIS

SUMMONS IN CIVIL ACTIONS

Brenda J. Greene

PLAINTIFF

VS.

Kaz USA, Inc.

DEFENDANT

Came to hand

R. Christopher Gilreath
Attorney for Plaintiff

Tel. No. (901) 527-0511

UNITED STATES POSTAL SERVICE

KUINGVILLE

2000 BAYVIEW DR. SUITE 100



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Gilreath & Associates
200 Jefferson Avenue
Suite 711
Memphis, TN 38103

Greene

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

hazUSH, Inc.
40C.T. Corp System
800 S. Gay St.
Suite 2021
Knoxville, TN 37929

DELETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name),

1441 182009

☐ Agent
☐ Addressee
Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below: ☐ Yes ☐ No

3. Service Type

Certified Mail

☐ Express Mail☐ Registered☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee,

☐ Yes

2. Article Number

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	52
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5. During the initial times that Plaintiff used the pad, she observed that the shut-off feature worked. Plaintiff used the heating pad during these times without incident.

6. On or about April 30, 2008, Plaintiff underwent surgery for a hysterectomy. As a result of that procedure, Plaintiff endured a period of physical recovery. As part of her recovery, Plaintiff used the Kaz heating pad she had purchased to assist with abdominal pain.

7. On May 21, 2008, Plaintiff used the heating pad on her abdomen. On this occasion, however, Plaintiff used the heating pad for a period of time, during which she felt sustained heat, but not any particularly intense heat. However, when she eventually got up from her position, Plaintiff noticed that her abdomen where it had been in contact with the pad was burned away, leaving a necrotic crater in her abdominal wall from the burned area.

8. As a result of the use of the Kaz heating pad, Plaintiff suffered burns to her abdomen, resulting in significant medical treatment, including surgery.

9. At all times relevant to this case, Plaintiff used the subject heating pad as it was intended, and within the scope of reasonable and anticipated use of the product. At all times relevant to this case, Plaintiff used the heating pad as instructed by Defendant. At all times relevant to this case, any alleged misuse of the Kaz heating pad was conducted in such a manner that it was within the scope of knowledge of Defendant, and therefore not misuse as defined by the Tennessee law.

10. Prior to Plaintiff being injured by the Kaz heating pad, Defendant was aware of other users suffering injury from the same or similar failure(s) of same or

similarly designed and/or manufactured heating pads, such that Defendant had knowledge that such injuries occurred during the use of its products, even when used as intended by Defendant.

11. As a result of the her injuries from the Kaz heating pad, Plaintiff has been forced to endure serious injuries, incur significant medical treatment and medical bills, miss work, and endure pain, suffering, and loss off enjoyment of life.

CAUSES OF ACTION

I. PRODUCTS LIABILITY

12. Plaintiffs incorporate all previous statements and allegations as though set forth herein.

13. At all times relevant to this case, the Kaz SoftHeat heating pad, manufactured by Defendant, which was used by Plaintiff at the time of his injuries, was in the same or similar condition as when Defendant released the heating pad into the stream of commerce.

14. The Kaz heating pad used by Plaintiff was defective and/or unreasonably dangerous in that it permitted excessive heat to be radiated through the pad for an excessive duration of time without proper limiting of the heat exuded from the pad. The subject heating pad was designed with thermostats that failed to perform as necessary to sustain the design of the product so that it could be used in a safe manner. Further, the wiring structure of the heating pad was defectively designed and/or manufactured to permit air or gas to collect within the casing of the wires.

15. The defective condition(s) of the Kaz heating pad were contained within the pad itself, such that a reasonable user, upon examination of the pad, would not reasonably be able to identify any defect, problem, or failure of the pad. As such, the defective condition(s) of the pad were latent to a reasonable user.

16. The Kaz heating pad used by Plaintiff was defective and/or unreasonably dangerous in that Defendant failed to use adequate materials in the design of the heating system to allow the pad to perform as a user would reasonably expect.

17. The Kaz heating pad used by Plaintiff was defective and/or unreasonably dangerous in that Defendant failed to develop adequate warning(s) to caution against injury from burns. In particular, the subject heating pad was defective and/or unreasonably dangerous in that Defendant failed to adequately warn against the risk of burn injury while the pad was being used as intended by Defendant, within a time period Defendant designed and/or manufactured the pad to remain in the "on" position.

18. At the time of manufacture and sale, the Kaz heating pad manufactured by Defendant and used by Plaintiff was in defective condition and/or unreasonably dangerous as defined by the Tennessee Products Liability Act and Tennessee law.

19. Any use of the subject heating pad by Plaintiff after it left the control of Defendant relevant to this case was foreseeable by the Defendants.

20. As a result of Defendant's release of the Kaz heating pad into the stream of commerce, Defendant is liable to the Plaintiffs in strict liability in tort.

II. NEGLIGENCE

21. Plaintiffs incorporate all previous statements and allegations as though set forth herein.

22. As designer, manufacturer, and distributor of the Kaz heating pad, Defendant had a duty of reasonable care in the design, manufacture, testing, and release of the heating pad into the stream of commerce.

23. Defendant breached its duty of reasonable care by failing to properly design, market, manufacture, and/or test the Kaz heating pad used by Plaintiff.

24. As a direct and proximate result of the negligence of Defendant, Plaintiff suffered severe personal injuries, incurred significant medical expenses, suffered pain, aggravation, suffering, and loss of enjoyment of life, and has incurred lost wages.

III. BREACH OF WARRANTY

25. Plaintiff incorporates all previous statements and allegations as though set forth herein.

26. Defendant, in the manufacture, distribution and/or sale of the Kaz heating pad used by Plaintiff, breached its warranties, both express and implied, as stated in Tennessee Code Annotated §47-2-313, §47-2-314 and §47-2-315, including its warranty of fitness for a particular purpose. The heating pad was designed for the purpose of comforting the user from aches and pains without causing harm to the user, but in this case it failed to fulfill that purpose.

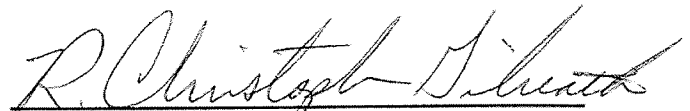
27. As a direct, proximate, and consequential result, Plaintiffs suffered the damages and losses set forth in the Complaint.

IV. PUNITIVE DAMAGES

28. Plaintiff incorporates all previous statements and allegations as though set forth herein.

29. In the course of its design, manufacture, testing, distribution, and/or sale of the heating pad, Defendant exhibited conduct that was willful, knowing, intentional, and/or reckless, such that it should be made liable for punitive damages as a result of its conduct.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages in the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) and for punitive damages in a sum to be determined by the trier of fact, and demands a jury to try this case.



R. Christopher Gilreath, BPR #18667

GILREATH & ASSOCIATES

200 Jefferson Avenue, Suite 711

Memphis, TN 38103

(901) 527-0511

Attorney for Plaintiff